

## **EXHIBIT 25**

1 Kenneth A. Gallo (*pro hac vice*)  
Joseph J. Simons (*pro hac vice*)  
2 Craig A. Benson (*pro hac vice*)  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
3 2001 K Street, NW  
Washington, DC 20006-1047  
4 Telephone: (202) 223-7300  
Facsimile: (202) 223-7420  
5 Email: kgallo@paulweiss.com  
Email: jsimons@paulweiss.com  
6 Email: cbenson@paulweiss.com

7 Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
8 TAYLOR & COMPANY LAW OFFICES, LLP  
One Ferry Building, Suite 355  
9 San Francisco, California 94111  
Telephone: (415) 788-8200  
10 Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
11 Email: jpatchen@tcolaw.com

12 *Attorneys for Sharp Electronics Corporation and*  
*Sharp Electronics Manufacturing Company of America, Inc.*

13 [additional counsel listed on signature page]

14  
15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
**(SAN FRANCISCO DIVISION)**

17 In re: CATHODE RAY TUBE (CRT)  
18 ANTITRUST LITIGATION

Master File No. 07-cv-5944-SC (N.D.  
Cal)

MDL No. 1917

19 \_\_\_\_\_  
This Document Relates to:

20 ALL ACTIONS

**NOTICE OF DEPOSITION OF  
THOMSON SA PURSUANT TO FED.  
R. CIV. P. 30(B)(6).**



Jonathan A. Patchen (SBN 237346)  
**TAYLOR & COMPANY LAW OFFICES, LLP**  
One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics  
Corporation and Sharp Electronics Manufacturing  
Company of America, Inc.*

/s/ David Burman  
David J. Burman (pro hac vice)  
Cori G. Moore (pro hac vice)  
Eric J. Weiss (pro hac vice)  
Nicholas H. Hesterberg (pro hac vice)  
Steven D. Merriman (pro hac vice)  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: DBurman@perkinscoie.com  
Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com  
Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale  
Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

1  
2 Stuart Singer  
3 BOIES, SCHILLER & FLEXNER LLP  
4 401 East Las Olas Blvd., Suite 1200  
5 Fort Lauderdale, FL 33301  
6 Telephone: (954) 356-0011  
7 Facsimile: (954) 356-0022  
8 Email: ssinger@bsfllp.com

9 Philip J. Iovieno  
10 Anne M. Nardacci  
11 BOIES, SCHILLER & FLEXNER LLP  
12 30 South Pearl Street, 11th Floor  
13 Albany, NY 12207  
14 Telephone: (518) 434-0600  
15 Facsimile: (518) 434-0665  
16 Email: piovieno@bsfllp.com  
17 Email: anardacci@bsfllp.com

18 *Liaison Counsel for Direct Action Plaintiffs and*  
19 *Attorneys for Plaintiffs Electrograph Systems, Inc.,*  
20 *Electrograph Technologies, Corp., Office Depot,*  
21 *Inc., Interbond Corporation of America, P.C.*  
22 *Richard & Son Long Island Corporation, MARTA*  
23 *Cooperative of America, Inc., ABC Appliance, Inc.,*  
24 *Schultze Agency Services LLC on behalf of Tweeter*  
25 *Opco, LLC and Tweeter Newco, LLC*

26 /s/ Scott N. Wagner

27 Robert W. Turken  
28 Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsfllp.com

William A. Isaacson

1 BOIES, SCHILLER & FLEXNER LLP  
2 5301 Wisconsin Ave. NW, Suite 800  
3 Washington, D.C. 20015  
4 Telephone: (202) 237-2727  
5 Facsimile: (202) 237-6131  
6 Email: wisaacson@bsflp.com

7 Philip J. Iovieno  
8 Anne M. Nardacci  
9 BOIES, SCHILLER & FLEXNER LLP  
10 30 South Pearl Street, 11th Floor  
11 Albany, NY 12207  
12 Telephone: (518) 434-0600  
13 Facsimile: (518) 434-0665  
14 Email: piovieno@bsflp.com  
15 Email: anardacci@bsflp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*

/s/ David Martinez

13 Roman M. Silberfeld, (SBN 62783)  
14 David Martinez, (SBN 193183)  
15 ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
16 2049 Century Park East, Suite 3400  
17 Los Angeles, CA 90067-3208  
18 Telephone: (310) 552-0130  
19 Facsimile: (310) 229-5800  
20 Email: RMSilberfeld@rkmc.com  
21 Email: DMartinez@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy  
Purchasing LLC, Best Buy Enterprise Services, Inc.,  
Best Buy Stores, L.P., Bestbuy.com, L.L.C., and  
Magnolia Hi-Fi, Inc.*

/s/ Lee Godfrey

22 H. Lee Godfrey  
23 Kenneth S. Marks  
24 Jonathan J. Ross  
25 Johnny W. Carter  
26 David M. Peterson  
27 SUSMAN GODFREY L.L.P.  
28 1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 654-6666  
Email: lgodfrey@sumangodfrey.com  
Email: kmarks@susmangodfrey.com

Email: jross@susmangodfrey.com  
Email: jcarter@susmangodfrey.com  
Email: dpeterson@susmangodfrey.com

Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
Facsimile: (206) 516-3883  
Email: pfolse@susmangodfrey.com  
Email: rblack@susmangodfrey.com  
Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee  
of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason Murray  
Jason C. Murray (CA Bar No. 169806)  
CROWELL & MORING LLP  
515 South Flower St., 40th Floor  
Los Angeles, CA 90071  
Telephone: 213-443-5582  
Facsimile: 213-622-2690  
Email: jmurray@crowell.com

Jerome A. Murphy (pro hac vice)  
Astor H.L. Heaven (pro hac vice)  
CROWELL & MORING LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: 202-624-2500  
Facsimile: 202-628-5116  
E-mail: jmurphy@crowell.com  
aheaven@crowell.com

*Attorneys for Target Corp.*

/s/ Richard Arnold  
Richard Alan Arnold  
William J. Blechman  
Kevin J. Murray  
KENNY NACHWALTER, P.A.  
201 S. Biscayne Blvd., Suite 1100  
Miami, FL 33131  
Tel: 305-373-1000  
Fax: 305-372-1861

Email: rarnold@knpa.com  
Email: wblechman@knpa.com  
Email: kmurray@knpa.com

*Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*



## Exhibit A

### DEFINITIONS

The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California. In addition, the following terms shall have the meanings set forth below:

1. “And” and “or” mean and/or construed conjunctively or disjunctively as necessary to make the request more inclusive rather than less inclusive.

2. The words “all,” “any,” and “each” mean “each and every.”

3. The terms “Communication” and “Communications” mean any transfer or exchange of information whether by written, oral, electronic or other means, including but not limited to oral conversations, e-mails, correspondence, instant or text messages, voicemail messages, facsimiles or telegrams.

4. “CRT” means any (a) color picture tubes (“CPTs”), which are cathode ray tubes used primarily in color televisions; and (b) color display tubes (“CDTs”), which are used primarily in color computer monitors.

5. “CRT Finished Product” means any electronic devices containing CPTs.

6. “CRT Products” means any CRT and/or CRT Finished Product.

7. “Defendant” or “Defendants” means any of the entities currently or formerly named as defendants in any of these litigations and, without limitation, all of their past and present parents, subsidiaries, affiliates, joint ventures, officers, directors, employees, agents, attorneys, or representatives (and the parents’, subsidiaries’, affiliates’, or joint ventures’ past and present officers, directors, employees, agents, attorneys, or representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

1           8.       “Document” or “documents” has the broadest possible meaning pursuant to the  
2 Federal Rules of Civil Procedure including, but not limited to, all writings and other tangible  
3 things upon which any form of communication is recorded or reproduced, and preliminary drafts  
4 and non-identical copies of the above (whether such copies differ from the original by reason of  
5 notation made on such copies or otherwise). Without limiting the generality of the foregoing, the  
6 term “document” or “documents” includes, but is not limited to, correspondence, memoranda,  
7 notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements,  
8 working papers, accounts, analytical records, reports and/or summaries of investigations, trade  
9 letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers,  
10 booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions,  
11 notes or minutes of meetings or of other communications of any type, including inter- and intra-  
12 office communications, questionnaires, surveys, charts, graphs, photographs, phonograph  
13 recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by  
14 electronic data processing or word processing equipment, including email, and all other data  
15 compilations from which information can be obtained (by translation, if necessary, by you  
16 through detection devices into usable form), including, but not limited to, electromagnetically  
17 sensitive storage media such as floppy disks, hard disks and magnetic tapes, and any preliminary  
18 versions, drafts or revisions of any of the foregoing. “Document” or “documents” also includes  
19 each and every file folder or other material in which the above items are stored, filed or  
20 maintained.  
21  
22  
23

24           9.       “Including” or “includes” means without limitation.

25           10.      The term “manager” means any person who served as an officer of a corporation  
26 or otherwise held actual or apparent authority to make decisions on behalf of that corporation.  
27  
28

1           11. The term “person” or “persons” is defined to mean any natural person,  
2 corporation, or partnership, or any business, legal, or government entity, organization, or  
3 association.

4           12. “You,” “Your,” or “Your Company” mean Thomson SA, its predecessors,  
5 successors, subsidiaries, departments, divisions, and/or affiliates, including without limitation  
6 any organization or entity which it manages or controls, together with all present and former  
7 directors, officers, employees, agents, representatives or any persons acting or purporting to act  
8 on behalf of Thomson SA.  
9

10           13. The terms “Price,” “Prices,” and “Pricing” mean consideration, establishment and  
11 implementation of prices, pricing, discounts, rebates, price quotations, bids, quotes, price lists,  
12 price announcements, terms or conditions of sale, credit terms, freight rates or charges and  
13 changes or proposed changes in the above.  
14

15           14. “Related to” “relating to” “referring to” “regarding” or “with respect to” mean,  
16 without limitation, the following concepts: discussing, describing, reflecting, dealing with, and  
17 pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,  
18 assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in  
19 whole or in part.  
20

21           15. “Relevant Period” means March 1, 1992 to the present.

22           16. “TDA” means Technologies Displays Americas LLC (formerly Thomson  
23 Displays Americas LLC).

24           17. “Technologies Displays” means, collectively, TDA and Technologies Displays  
25 Mexicana, S.A. de C.V.

26           18. “Thomson Consumer” means Thomson Consumer Electronics, Inc. (now known  
27 as Technicolor USA, Inc.).  
28

**SCHEDULE OF RULE 30(b)(6) DEPOSITION TOPICS**

**A. Conspiracy Information**

1. The identity of each company that participated with or including You in any meeting, conspiracy, understanding, or agreement relating to the production, pricing, sale, marketing, or distribution of CRT Products, the identity of each individual who participated on behalf of each such company, the dates of each such participation, a description of each communication, meeting, or other act in furtherance of the conspiracy, understanding, or agreement, and any changes in any such individuals' employment status and all the reasons therefore.

2. All communications with any other defendant or co-conspirator named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing, sale, marketing, or distribution of CRT Products.

3. Your policies applicable to communications with competitors, including Your policies applicable to communications with competitors regarding production, pricing, development costs, marketing or distribution of CRT Products, Your policies regarding the use of competitors' CRT Products prices obtained directly from competitors in setting the Prices of CRTs You quoted to customers or prospective customers, and Your policies regarding the use of competitors' CRT Products prices obtained directly from competitors in setting the prices of CRTs You quoted to customers or prospective customers.

4. All internal communications within Thomson related to the production, pricing, sale, marketing, or distribution of CRT Products.

5. All facts that you are aware of with respect to any meeting, conspiracy, understanding, or agreement related to the production, pricing, sale, marketing, or distribution of CRT Products, including the identity of any documents reflecting or relating to the meeting, conspiracy, understanding, or agreement.

1           6. All efforts to conceal the existence of any meeting conspiracy, understanding, or  
2 agreement related to the production, pricing, sale, marketing, or distribution of CRT Products,  
3 including the identity of all persons who actively participated in concealing the meeting,  
4 conspiracy, understanding, or agreement, and the extent to which documents were destroyed,  
5 false representations were made regarding the reasons for price increases or supply restrictions,  
6 and participants met in non-public area to avoid detection.

7  
8           7. The identity of all of your current and former employees who provided written or  
9 oral information, and the identity of all documents you provided, to any law enforcement or  
10 regulatory authority related to any meeting, conspiracy, understanding, or agreement in the  
11 production, pricing, marketing, sale, or distribution of CRT Products, including grand jury  
12 testimony, affidavits and/or declarations, or communications with lawyers from the United States  
13 Department of Justice the Federal Bureau of Investigation, the European Commission, or other  
14 foreign governmental or intergovernmental entity or agency.

15  
16           8. Any joint ventures, partnerships or other collaborative business relationships, or  
17 acquisitions related to CRT Products production, sale, marketing, or distribution, either  
18 undertaken or considered by you with respect to: (a) any other defendant or co-conspirator  
19 named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of  
20 California, MDL-1917, (b) any competitor, or (c) any other person.

21  
22           9. If you contend that you withdrew from any meeting, conspiracy, understanding,  
23 or agreement related to the production, sale, marketing, or distribution of CRT Products, all facts  
24 regarding the date and circumstances of your withdrawal from the meeting, conspiracy,  
25 understanding, or agreement, how you withdrew from the meeting, conspiracy, understanding, or  
26 agreement, the identity of persons who withdrew from the meeting, conspiracy, understanding,  
27 or agreement on your behalf, and the identity of any documents that support your contention that  
28 you withdrew from the meeting, conspiracy, understanding, or agreement.

1           10. Your knowledge or beliefs related to the illegality or impropriety of exchanging  
2 information or entering into any understanding, agreement, commitment, or contract with any of  
3 the defendants or co-conspirators named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,  
4 U.S. Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing,  
5 sale, marketing, or distribution of CRT Products.  
6

7           11. If you contend that any or all of the Plaintiffs knew or should have known of any  
8 meeting, conspiracy, understanding, or agreement related to the production, sale, marketing, or  
9 distribution of CRT Products prior to November 2007, the circumstances under which Plaintiffs  
10 became aware, or should have become aware, of your involvement in the meeting, conspiracy,  
11 understanding, or agreement, and the documents that support your contention.  
12

13           **B. Pricing, Sales, and Marketing Information**

14           12. The identity and general description of the CRT Products you manufactured,  
15 purchased, sold, or distributed.

16           13. The distribution channels or classes of trade through which you sold CRT  
17 Products during the Relevant Period, including your sales to the following categories of  
18 purchasers: (a) your affiliates; (b) other defendants in this litigation; and (c) other business  
19 entities, including OEMs, retailers, mass merchandisers, e-commerce, and distributors.  
20

21           14. The organization and structure of each of your business units that produced,  
22 marketed, sold, or distributed CRT Products, including the identity of all persons with decision-  
23 making or supervisory responsibility for (a) the pricing, sale or marketing of CRT Products,  
24 including persons with authority and/or responsibility for setting, maintaining, and adjusting  
25 inventory targets; (b) sales, purchases, and/or transfers with competitors; and (c) reporting  
26 information to or receiving information from trade associations.  
27

28           15. The policy and process by which prices, including list prices and actual selling  
prices, for each CRT Product were set and by whom, including the location of negotiations for

1 sales of CRT Products to Plaintiffs, OEMs, or ODMs; the location of your sales offices in the  
2 United States; all factors, formulas, or guidelines you considered in determining prices you  
3 charged for each CRT Products; the pricing authority given to employees/affiliates at all levels of  
4 the sales and marketing organization; and how pricing decisions were implemented, including  
5 any benchmarks (*e.g.*, industry-wide, specific customers, spot market, discounts or rebates) used  
6 when establishing and/or negotiating prices.  
7

8 16. The relationship between the price of CRTs sold by you and the price of CRT  
9 Finished Products sold by you or your domestic and/or international affiliates including, but not  
10 limited to: (i) the percentage of the total cost of the CRT Finished Products made up by the  
11 CRTs; and (ii) the effect that a change in the price of the CRTs had on the price of the CRT  
12 Finished Products.  
13

14 17. The extent to which the prices charged for CRT Products were passed on through  
15 the distribution chain by you or your domestic and/or international affiliates.

16 18. Meetings and other communications between you and any Plaintiff.

17 19. Negotiations and other communications between you and OEMs or ODMs  
18 regarding the sale of CRTs.

19 20. Your activities and transaction directed at, or occurring in, the United.

20 21. Your knowledge that CRTs you sold would be incorporated into products  
21 imported into the United States, including that CRTs manufactured for sale to Plaintiffs would be  
22 shipped into the United States or that CRTs sold to OEMs or ODMs would be sold to Plaintiffs  
23 in the United States and Your monitoring of the prices of CRT Products sold in the United  
24 States.  
25

26 22. Policies, practices, or requirements relating to Your participating in negotiations,  
27 entering into, or signing contracts for, Your subsidiaries, including Thomson Consumer or  
28 Technologies Displays.

1           23.     The role of current and former directors, officers, employees, agents, or other  
2 representatives with any managerial responsibility for recommending, reviewing, setting or  
3 approving prices, bids, quotes, or rebates for Your CRTs or CRT Products, or those of Thomson  
4 Consumer or Technologies Displays or Videocon Industries, Ltd., during the Relevant Period for  
5 the U.S. market.

6  
7           24.     Business departments or functions shared between You and Your subsidiaries,  
8 including Thomson Consumer or Technologies Displays.

9           25.     Your contacts with the United States during the Relevant Period, including (1)  
10 bank accounts, employees, inventory, and owned, rented, or leased property located in the U.S.;  
11 (2) sales and exports to the U.S.; (3) operations in the U.S.; (4) taxes paid in the U.S.; (5) U.S.  
12 litigations You filed or in which You participated; (6) keeping of books or records in the U.S.;  
13 (7) registered or appointed agents for service of process in the U.S.; and (8) attendance by any  
14 Thomson SA employees of trade association meetings held in the U.S. relating to CRTs or CRT  
15 Products.

16  
17           26.     Your instructions, directions, policies, or procedures to or from domestic and/or  
18 international affiliates related to the production, pricing, negotiation, sale, marketing, or  
19 distribution of CRT Products.

20  
21           27.     Your use of discounts or rebates in connection with the sale of its CRT Products,  
22 including how such discounts or rebates were recorded by You and the identity and location of  
23 documents or data recording discounts or rebates.

24           **C.     Transactional and Financial Information**

25           28.     The electronic data processing systems, programs, and outputs that you used to  
26 record, store, compute, analyze, or retrieve any information relating to the production, pricing,  
27 marketing, sale, distribution, profitability, or inventory of CRT Products, including systems  
28 shared with your domestic and/or international affiliate(s) or any other company; a description of



1 the meaning of the fields in any electronic data you produced to Plaintiffs; an explanation of how  
2 to read or interpret transactional or financial data you produced to Plaintiffs (including sales  
3 information, cost information cost accounting reports, and production information); the authors  
4 of the entries into the databases; and/or instructions for entry of data.

5  
6 29. The nature of the records of your sale of CRT Products (including, but not limited  
7 to, sales to domestic and/or international affiliated entities and other defendants in this litigation)  
8 during the Relevant Period, including data which shows the types of CRT Products sold, the  
9 volume of sales for each type of CRT Products and the prices at which your CRT Products were  
10 sold.

11  
12 30. The nature of the records of your purchases of CRT Products (including, but not  
13 limited to, purchases from domestic and/or international affiliated entities and other defendants  
14 in this litigation) during the Relevant Period, including data that relates to the types of CRT  
15 Products purchased, the volume of purchase for each type of CRT Products, the prices at which  
16 you purchased those CRT Products and the sellers from whom you purchased each type of CRT  
17 Products.

18 **D. Corporate Relationships**

19  
20 31. The relationship between Thomson Consumer Electronics Inc., and Thomson SA  
21 during the Relevant Period, including the ownership, decision-making, and organizational  
22 structure of these entities and any departments or divisions within these entities responsible for  
23 or involved in pricing, selling, marketing, or distributing CRT Products.

24 32. The officers and directors of Thomson SA during the Relevant Period.

25  
26 33. Thomson SA's ownership interest in Videocon Industries, Ltd. during the  
Relevant Period.

27  
28 34. The transfer of Thomson SA managers, agents, or employees to Videocon  
Industries, Ltd.

1           35.     The involvement of Thomson SA in the management, sales, marketing, or other  
2 corporate responsibilities of Videocon Industries, Ltd. during the Relevant Period.

3           **E.     Manufacturing and Production**

4           36.     A description of Your CRT Product production facilities, including: (a) the  
5 location of each facility; (b) the start and end date of production operations at each facility; (c)  
6 the products produced at each facility; (d) the number of manufacturing lines at each facility and  
7 products produced by line; and (e) the capacity utilization rates for each facility and  
8 manufacturing line within each facility.

9  
10          37.     Your policies and practices for setting the production levels for CRT Products,  
11 including policies and practices for increasing, decreasing, and/or shutting down production (for  
12 any amount of time greater than 24 hours), and all formulas and factors considered in making  
13 such production decisions as well as the names of the individuals with authority to implement or  
14 deviate from these policies and practices for setting production levels for CRT Products.

15  
16          38.     The method(s) used by Your Company to track production capacity for each CRT  
17 Product manufacturing facility and each manufacturing line, the method(s) used by Your  
18 Company to track inventory levels, link returns and sales, and monitor product margins of CRT  
19 Products You purchased, sold or distributed, the method(s) by which Your Company tracked  
20 shutdowns at any of Your CRT Products manufacturing facilities.

21  
22          39.     The typical amount of time and production costs it takes to produce different  
23 types of CRT tubes and the typical amount of time after manufacturing of a CRT tube was  
24 initiated until manufacturing reached the planned capacity at your manufacturing facilities, and  
25 the typical capital costs for building and improving Your CRT manufacturing facilities.

26          40.     The production costs and typical amount of time needed to switch Your  
27 production from one type of CRT to a different type of CRT.  
28

1           41.     Whether: (a) particular manufacturing facilities specialized in a particular CRT  
2 specification or whether multiple CRT specifications are produced at a single plant, and (b)  
3 CDTs and CPTs are, or were, produced at the same manufacturing facilities.

4           42.     The extent to which a CRT made by Your Company can be used in a CRT  
5 Finished Product made by another CRT Product manufacturer, including the defendants in this  
6 litigation.

7           43.     The existence and/or function of any department at Your company with  
8 responsibility for accounting software and/or electronically stored information.

9           44.     The use and existence of third-party data sources and other sources of market  
10 share data/analyses for CRT Products.  
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**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via email upon the parties and counsel of record on April 15, 2014.

/s/ Craig Benson

Kenneth A. Gallo (*pro hac vice*)  
Joseph J. Simons (*pro hac vice*)  
Craig A. Benson (*pro hac vice*)  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
2001 K Street, NW  
Washington, DC 20006  
Telephone: (202) 223-7300  
Facsimile: (202) 223-7420  
kgallo@paulweiss.com  
jsimons@paulweiss.com  
cbenson@paulweiss.com

Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
**TAYLOR & COMPANY LAW OFFICES, LLP**  
One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics  
Corporation and Sharp Electronics Manufacturing  
Company of America, Inc.*

/s/ David Burman

David J. Burman (*pro hac vice*)  
Cori G. Moore (*pro hac vice*)  
Eric J. Weiss (*pro hac vice*)  
Nicholas H. Hesterberg (*pro hac vice*)  
Steven D. Merriman (*pro hac vice*)  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: DBurman@perkinscoie.com  
Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com  
Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Liaison Counsel for Direct Action Plaintiffs and Attorneys for Plaintiffs Electrograph Systems, Inc., Electrograph Technologies, Corp., Office Depot, Inc., Interbond Corporation of America, P.C. Richard & Son Long Island Corporation, MARTA Cooperative of America, Inc., ABC Appliance, Inc., Schultze Agency Services LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC*

/s/ Scott N. Wagner

Robert W. Turken  
Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*

/s/ David Martinez

Roman M. Silberfeld, (SBN 62783)  
David Martinez, (SBN 193183)  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800

Email: RMSilberfeld@rkmc.com

Email: DMartinez@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.*

/s/ Lee Godfrey

H. Lee Godfrey

Kenneth S. Marks

Jonathan J. Ross

Johnny W. Carter

David M. Peterson

SUSMAN GODFREY L.L.P.

1000 Louisiana Street, Suite 5100

Houston, Texas 77002

Telephone: (713) 651-9366

Facsimile: (713) 654-6666

Email: lgodfrey@sumangodfrey.com

Email: kmarks@susmangodfrey.com

Email: jross@susmangodfrey.com

Email: jcarter@susmangodfrey.com

Email: dpeterson@susmangodfrey.com

Parker C. Folse III

Rachel S. Black

Jordan Connors

SUSMAN GODFREY L.L.P.

1201 Third Avenue, Suite 3800

Seattle, Washington 98101-3000

Telephone: (206) 516-3880

Facsimile: (206) 516-3883

Email: pfolse@susmangodfrey.com

Email: rblack@susmangodfrey.com

Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason Murray

Jason C. Murray (CA Bar No. 169806)

CROWELL & MORING LLP

515 South Flower St., 40th Floor

Los Angeles, CA 90071

Telephone: 213-443-5582

Facsimile: 213-622-2690

Email: jmurray@crowell.com

1 Jerome A. Murphy (pro hac vice)  
2 Astor H.L. Heaven (pro hac vice)  
3 CROWELL & MORING LLP  
4 1001 Pennsylvania Avenue, N.W.  
5 Washington, D.C. 20004  
6 Telephone: 202-624-2500  
7 Facsimile: 202-628-5116  
8 E-mail: jmurphy@crowell.com  
9 aheaven@crowell.com

*Attorneys for Target Corp.*

10 /s/ Richard Arnold  
11 Richard Alan Arnold  
12 William J. Blechman  
13 Kevin J. Murray  
14 KENNY NACHWALTER, P.A.  
15 201 S. Biscayne Blvd., Suite 1100  
16 Miami, FL 33131  
17 Tel: 305-373-1000  
18 Fax: 305-372-1861  
19 Email: rarnold@knpa.com  
20 Email: wblechman@knpa.com  
21 Email: kmurray@knpa.com

*Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*